It would be very unfortunate, indeed, to apply the doctrines of *stare decisis* and *res adjudicata* to administrative rulings; and the Supreme Court of the United States has so held. *Pearson* v. *Williams*, 202 U. S. 281. Under this decision the present case is difficult to support.

ADMIRALTY — JURISDICTION — WORKMEN'S COMPENSATION LAW CONFLICTS WITH MARITIME LAW. — An award was given under the Workmen's Compensation Law of New York to the dependants of a stevedore accidentally killed while in the employ of the defendant. The case came to the United States Supreme Court on the ground (*inter alia*) that the Act conflicts with the general maritime law. CONSTITUTION, ART. III, § 2, ART. I, § 8. JUD. CODE, §§ 24, 256. *Held*, that in so far as the Act extends to matters under admiralty jurisdiction, it is unconstitutional. Holmes, Brandeis, Pitney, Clarke, JJ., dissenting. *Southern Pacific Co.* v. *Jensen*, 37 Sup. Ct. Rep. 524. Services of stevedores are maritime in their nature. *Atlantic Transportation Co.* v. *Imbrovek*, 234 U. S. 52. Congress has exclusive power to legislate concerning maritime matters. *The Roanoke*, 189 U. S. 185. See CHAPLIN, PRINCIPLES OF THE FEDERAL LAW, § 529. The states have a sphere of legislative power where uniformity is not essential, subject to supersedure by federal legislation, illustrated in the following cases. *Cooley* v. *Board of Wardens*, 12 How. 299; *The Lottawanna*, 21 Wall. 558; *Steamboat Co.* v. *Chase*, 16 Wall. 522. Since Congress has not legislated on the liability of the water carrier to the employee, it would seem that the states are at liberty to legislate in this field. See *Second Employers' Liability Cases*, 223 U. S. 1; *The Minn. Rate Cases*, 230 U. S. 352, 408. Workmen's Compensation acts have been sustained, as not in conflict with federal maritime jurisdiction. *Kennerson* v. *Thames Towboat Co.*, 89 Conn. 367; *Lindstrom* v. *Mutual S. S. Co.*, 132 Minn. 328; *Northern Pacific S. S. Co.* v. *Industrial Acc. Commission*, 163 Pac. 199 (Cal.); *Keithley* v. *Northern Pacific S. S. Co.*, 232 Fed. 255. *Cf. Berton* v. *Tietjen & Lang Dry Dock Co.*, 219 Fed. 763. But see *Schuede* v. *Zenith S. S. Co.*, 216 Fed. 566. Neff *v.* Industrial Commission, 164 N. W. 845 (Wis.) (following principal case), *contra*.

A secondary ground of the decision is that the Compensation Act attempts to give a remedy inconsistent with the clause of the judiciary act "saving to suitors . . . the right of a common-law remedy." This has been construed to mean a right to proceed *in personam* in a common-law court as distinguished from the right to proceed *in rem* according to the course in admiralty. *Knapp, etc.* v. *McCaffrey*, 177 U. S. 638; BENEDICTS' ADMIRALTY, 4 ed., § 128. In view of that construction the *dictum* of the principal case would seem to be erroneous. That it is at least undesirable is shown by the immediate action of Congress in amending the Judiciary Act so as to save "to claimants the rights and remedies under the Workmen's Compensation Law of any State," (S 2916) approved October 6, 1917. In view of the primary ground of the decision the validity of this amendment may well be questioned.

ADOPTION — RIGHT OF INHERITANCE — EFFECT OF A SUBSEQUENT ADOPTION ON THE RIGHT TO INHERIT UNDER A PRIOR ADOPTION. — A statute provides that the adopted "child shall . . . become . . . an heir at law" of the adopting parent, the same as if he were in fact the child of such parent. A child, legally adopted, was readopted by others with the consent of the first foster father. Upon the death of the latter, the right is claimed to inherit under the first adoption. Mich. C. L. 1897, § 8780. *Held*, that the readoption during the life of the first foster father destroyed the right to inherit from him. *In re Klapp's Estate*, 164 N. W. 381 (Mich.).

The right to inherit is not a necessary incident of the relation of parent and child. See *Calhoun* v. *Bryant*, 28 S. D. 266, 276, 133 N. W. 266, 271, 8 HARV. L. REV. 161, 162, 165. But that right is generally conferred on the

ground of consanguinity; in absence of express provision to the contrary, that right is not prejudiced by the artificial relation created by adoption. *Wagner* v. *Varner*, 50 Iowa, 532; *Clarkson* v. *Hatton*, 143 Mo. 47, 44 S. W. 761. See *In re Darling's Estate*, 159 Pac. 606, 607 (Cal.). The adoption does not place the child in a position as of the blood of the foster parents so as to give a general right to inherit. *In re Burnett's Estate*, 219 Pa. 599, 69 Atl. 74; *Wallace* v. *Noland*, 246 Ill. 536, 92 N. E. 956; *Hockaday* v. *Lynn*, 200 Mo. 456, 95 S. W. 585. However, as in the principal case, adoption statutes generally confer a right to inherit from the adopting parent. *Gilliam* v. *Guaranty Trust Co.*, 186 N. Y. 127; *Ryan* v. *Foreman*, 262 Ill. 175. Such right exists, even though after the death of the adopting parent the child is readopted. *Cf. Russell's Adm'r* v. *Russell's Guardian*, 14 Ky. L. R. 236; *Patterson* v. *Browning*, 146 Ind. 160, 44 N. E. 993. But if prior to the death of the foster parent that statutory status is abrogated, all rights and obligations existing because of that status would seem to be at an end, including the statutory right to inherit.

BANKRUPTCY — PROPERTY PASSING TO TRUSTEE — CHOSES IN ACTION — ASSIGNMENT OF FUTURE BOOK ACCOUNT. — The owner of an established business made an assignment to the plaintiff, as security for a loan, of book accounts to come into existence in connection with that business. *Held*, that equity would not enforce this assignment against the trustee in bankruptcy of the assignor. *Taylor* v. *Barton-Child Co.*, 117 N. E. 43 (Mass.).

A mortgage of after-acquired chattels, unless the mortgagee has taken possession, is not enforceable in Massachusetts. *Jones* v. *Richardson*, 10 Metc. (Mass.) 481. The decision in the principal case is based on an analogy between the assignment of a *chose in action* and a mortgage of chattels. Legal title to chattels to be subsequently acquired cannot be transferred without further action of the parties. Taking the view that the assignment of a *chose in action* is the transfer of a legal right, this would be as true of a *chose in action* as of a chattel, and the same rules should apply to each. But if an assignment merely creates an irrevocable power of attorney to collect, there seems to be no reason why such a power cannot be given as well for a future as a present debt, on the same rules applied to future as to present assignments. See Samuel Williston, "Transfers of Personal Property," 19 HARV. L. REV. 557, 562. But the doctrine of the principal case has been generally followed. Most American jurisdictions, following the English rule, hold a mortgage of future property to be enforceable in equity whether or not the mortgagee has taken possession. *Holroyd* v. *Marshall*, 10 House of Lords Cases 191; *Mitchell* v. *Winslow*, 2 Story (U. S.) 630. In such jurisdictions an assignment like that in the principal case is enforceable in equity as against the general creditors of the assignor. *Tailby* v. *Official Receiver*, 13 A. C. 523; *Burdon Cent. Sugar Refin. Co.* v. *Payne*, 167 U. S. 127; *Field* v. *City of New York*, 6 N. Y. 179.

COMMON LAW — STATUTES — PROCEEDINGS *IN FORMA PAUPERIS*. — The statutes of California make no provision for proceedings *in forma pauperis* and require payment of certain costs in advance. Upon application for leave to sue *in forma pauperis held*, that power to allow such a proceeding is inherent in common-law courts and exists unless expressly taken away by statute. *Martin* v. *Superior Court*, SAN FRANCISCO RECORDER, October 18, 1917. See Notes.

CONFLICT OF LAWS — JURISDICTION FOR DIVORCE — EXTRATERRITORIAL EFFECT OF DIVORCE — DOMICILE OF MARRIED WOMAN. — The husband left the wife in New York, alleging her cruelty as cause, and went to Maine to secure a divorce. The Maine court subsequently granted him a decree upon mere constructive service of the wife. She now sues for a divorce in New